

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release ("Agreement") is executed by Darlene Romero and Juan Salgado in their personal capacities and as guardians and next friend of [REDACTED] (aka [REDACTED] and [REDACTED]) and the Pojoaque Valley School District, effective as of the date indicated by their signatures below.

1. Darlene Romero and Juan Salgado on behalf of [REDACTED] and on their own behalf, including his and their agents, representatives, attorney, assigns, and anyone else claiming on behalf of or through them (referred to collectively herein as the "Releasor") for good and valuable consideration, as described in paragraphs 4 and 5 herein, hereby release the Pojoaque Valley School District, and all of its current and former officials, employees, agents, representatives, attorneys, insurers, successors, and assigns, each in their individual and official capacities, specifically including, without limitation, the New Mexico Public Schools Insurance Authority and Cannon Cochran Management Services, Inc. (referred to collectively herein as "Releasee"), from any and all liability regarding all matters raised or which could have been raised in the lawsuit filed in the United States District Court for the District of New Mexico captioned J. S., a minor child, by and through his parents and next friends, Darlene S. and Juan S. v. Pojoaque Valley School District, et. al., No. CV-13-00027 MCA/KK (referred to herein as the "Lawsuit"). This release specifically includes any and all claims that were or could have been raised in the Lawsuit and any and all actions, causes of action, rights, suits, judgments, demands, appeals and claims of liability for loss or damages of any kind, under state or federal law, in law or equity, administrative or otherwise, including any claims for costs or attorneys' fees, which the Releasor may have, or which may be made by anyone else claiming on their own or on the Releasor's behalf. All claims brought against Adan Delgado, Hoyt Mutz, Diana Quintana and Norma Cavazos in the lawsuit have previously been dismissed with prejudice.

2. Releasor further agrees and acknowledges that the release set forth above extends to and includes any and all losses, damages, injuries, and claims, medical or other, known or unknown, including any that may be discovered in the future.

3. Releasor further agrees and acknowledges that this Agreement is signed pursuant to an agreement made in settlement of disputed claims, and that the settlement of such claims shall not be construed, interpreted, or represented as an admission of fault, culpability, or wrongdoing by Releasee shall not be treated as evidence of liability or responsibility by Releasee at any time or in any manner whatsoever.

4. As consideration for the release granted herein, for the consideration set forth in paragraph 5. below, Releasee shall pay to Releasor the total sum, inclusive of attorneys' fees and costs, of Sixty Thousand Dollars (\$60,000.00). Releasee shall not pay any additional amounts to ~~Releasor for attorneys' fees, costs or for any other damages alleged in the Lawsuit.~~

5. Releasee and Releasor hereby further agree that Releasor and Releasor's attorneys shall be responsible for and shall pay any sums necessary to satisfy any Medicaid lien on the proceeds of this settlement.

6. Immediately upon receipt of the sums set forth in Paragraph 4 above, Releasor shall file all documents necessary to dismiss the lawsuit with prejudice.

7. Releasor represents and warrants that, except for a possible lien in favor of Medicaid, there are no liens against any amounts paid pursuant to this Agreement. Releasor shall pay any and all amounts due for costs and attorneys' fees relating to the Lawsuit. Releasor and Releasor's attorneys agree to defend, hold harmless and indemnify fully Releasee for any claims or amounts due to any third parties, including medical providers and insurance companies. Releasor agrees to satisfy any outstanding medical liens or other payments due for medical care provided to [REDACTED] for the injuries alleged in the Lawsuit.

8. Releasor and Releasee agree and acknowledge that this Settlement Agreement and Release represents the entire agreement between the parties, and that the terms of this Settlement Agreement and Release are contractual and not a mere recital.

9. Releasor expressly warrants and represents that, prior to executing this Settlement Agreement and Release, they have fully informed herself of its terms, conditions, contents, and effects, that they fully understands it is a full and final release, that they are acting upon their independent and considered judgment and have had the opportunity to seek the advice of counsel, and have not relied upon any statements or representations not set forth in this document. Releasor further acknowledges and agrees that they have the right to consult an attorney regarding this Agreement and that they execute this instrument freely and voluntarily.


10. W-9 forms have been executed by counsel for Releasor and delivered to Releasee. ~~Releasor shall be responsible for payment of taxes, if any, due on the amounts received.~~ Releasee has made no representations regarding the taxability of the proceeds of this settlement. Releasor understands that no other amounts have been withheld from the amounts stated in paragraph 4 and that they are solely responsible for the payment of taxes due, if any, on such amounts. Releasor further agrees to defend, indemnify and hold harmless Releasee for any claims made against Releasee for taxes owed.

11. Releasor and Releasee shall share equally the fees and costs charged by the court appointed Guardian Ad Litem, and shall each pay one half of such fees and costs.

This Settlement Agreement and Release, may be executed in counterparts, is entered into on the dates indicated below, effective as of the latest such date.

Darlene Romero
Darlene Romero on behalf of
~~██████████~~ and on her own behalf

Date: 8-24-15



Juan Salgado on behalf of
_____ and on his own behalf

Date: 8/23/2015

ACKNOWLEDGEMENT

State of New Mexico)
County of Bernalillo) ss.

This Settlement Agreement and Release was subscribed and sworn to before me on this
24 day of August, 2015 by Darlene Romero.

My Commission Expires:

2-9-19


Notary Public

ACKNOWLEDGEMENT

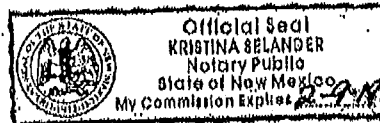
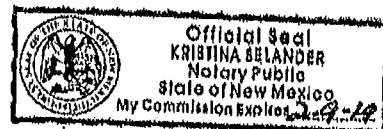
State of New Mexico)
County of Bernalillo) ss.

This Settlement Agreement and Release was subscribed and sworn to before me on this
24 day of August, 2015 by Juan Salgado.

My Commission Expires:

2-9-19


Notary Public



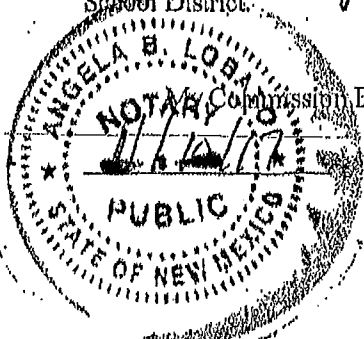
Melville L. Morgan Dated: 8/25/15

Pojoaque Valley School District, by
Melville L. Morgan, Superintendent

ACKNOWLEDGMENT

STATE OF NEW MEXICO)
) ss.
COUNTY OF SANTA FE)

The foregoing instrument was subscribed, sworn to, and acknowledged before me
this 25th day of August, 2015 by Melville L. Morgan, as Superintendent, for Pojoaque Valley
School District.



Notary Public
Angela B. Lobato

Agreed as to form:

Nancy L. Simmons
Nancy L. Simmons

Attorney for Plaintiffs
120 Girard SE
Albuquerque NM 87106

Jason Marks
Jason Marks
Attorney for Defendants